

SECOND AMENDMENT TO WASTE COLLECTION AGREEMENT

This Second Amendment to Waste Collection Agreement (the "Agreement") is made and effective as of September 4, 2018, between City of Lincoln, an Illinois municipal corporation ("City") and Area Disposal Service, Inc., an Illinois corporation ("Contractor").

WHEREAS, City and Contractor are parties to that certain Waste Collection Agreement dated November 20, 2017, as amended by First Amendment to Waste Collection Agreement, effective as of June 1, 2018 (the "Collection Agreement");

WHEREAS, City and Contractor wish to amend the Collection Agreement to effectuate certain changes and revisions thereof;

THEREFORE, City and Contractor agree as follows:

1. Section 2.17 of the Collection Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

2.17 Contractor shall provide one (1) centralized cleanup per year at the fairgrounds or on City-owned property on dates agreed upon by the City and Contractor. Notwithstanding the foregoing, Contractor shall provide "bulky items" curbside service on the day of the centralized cleanup for up to 40 households designated as "disabled or seniors-in-need."

2. A new Section 2.18 is added to the Collection Agreement as follows:

2.18 On or before December 31, 2018, Contractor shall have the right to re-route the City for collection of Residential Waste and Recyclable Materials. Contractor shall communicate service day changes to individual households.

3. Article 3 of the Collection Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

3.1 Effective October 1, 2018, Contractor shall bill the resident of each Single Family Dwelling (both residents of a duplex will be billed) for the collection, disposal and processing of Residential Waste on a quarterly basis in advance at the rates per month set forth below:

3/1/18	\$15.17 p/month	\$13.50 seniors/disabled
3/1/19	\$15.54 p/month	\$13.83 seniors/disabled
3/1/20	\$15.93 p/month	\$14.19 seniors/disabled
3/1/21	\$16.33 p/month	\$14.55 seniors/disabled
(Option Year 1)		
3/1/22	\$16.74 p/month	\$14.91 seniors/disabled
(Option Year 2)		

To be eligible for the senior/disabled rate the resident of a Single-Family Dwelling must be age sixty-five or older and/or is disabled. Upon seven (7) days' notice to Contractor, a resident of a Single-Family Dwelling may elect to suspend Residential Waste collection service for a minimum period of thirty (30) days and a maximum period of ninety (90) days.

3.2 As of June 1, 2018, the number of Single-Family Dwellings is 4,400. The number of Single-Family Dwellings can increase or decrease each month based upon agreement of the parties. When service starts on or before the 15th of each month, the total monthly charge shall be due. When service starts after the 15th of each month, no charges shall be payable until the following month. When service is discontinued on or before the 15th of each month, the total monthly charge shall be due for that month. If the house count dips below 4,400, at the request of the Contractor, the parties will renegotiate the monthly rate.

3.3 Contractor shall invoice residents quarterly, in advance, for the collection and disposal services. Payment shall be due thirty (30) days from date of invoice. Interest shall be charged on all accounts not paid when due at a rate of 1-½% per month. Contractor shall have the right to terminate services to a resident for non-payment. Contractor shall promptly notify the City of any such termination of services. Contractor shall provide billing information to the City in a format and on a schedule mutually agreed upon to establish quarterly billing to coincide with the City's sewer billing schedule. On or before September 7, 2018, the City shall provide Contractor with the name, address, and contact information of every household currently being billed by the City with an indication of which addresses are current or delinquent.

3.4 The fees provided above in this Article 3 shall include any and all charges, taxes and fees for the collection, transportation and disposal of all Residential Waste collected and the transportation and processing and disposition of all Recyclable Materials. Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the City or Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for this work. In the event there is a change or addition in new local, state or federal rules, ordinances,

regulations, taxes or government charges, that affects Contractors cost of providing the service, such as a sales tax on services, other than property taxes, Contractor may adjust the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

3.5 Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the City, and gross receipts from the sale of Recyclable Materials during the term of this Agreement. Such books and records shall be made available for examination and audit by the City at any time during business hours.

3.6 On or before October 1, 2018, the City shall send out a letter or notice to all residents approved by Contractor, explaining the change in billing process going back to quarterly billing by Contractor. Contractor shall draft this letter for the City to review and distribute.

4. All other provisions of the Collection Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first written above.

CITY OF LINCOLN, ILLINOIS

By:

Mayor

AREA DISPOSAL SERVICE, INC.

By:

Vice President – Sales, Strategic
Operations and Special Projects

ATTEST:

Clerk

ATTEST:

Municipal Marketing Manager

